

JOHN C. STENNIS SPACE CENTER ALTERNATIVE DISPUTE RESOLUTION



National Aeronautics and
Space Administration

John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

Stennis Procedures and Guidelines	SPG 2010.1	Basic
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PREFACE

P1. PURPOSE

The purpose of this directive is to implement the policy for the NASA Stennis Space Center (SSC) Alternative Dispute Resolution (ADR) Program. ADR is a term used to describe a variety of approaches to resolving conflict rather than the traditional adjudicatory or adversarial methods. The purpose of the ADR Program is to provide an alternative to the traditional grievance systems that is fair, convenient, cost effective and an enhancement to employee morale. The SSC ADR program is designed for employees (hereafter referred to as “aggrieved individuals”) seeking resolution during the informal counseling stage of the discrimination complaint process. Participation in the ADR Program is voluntary. Aggrieved individuals will have the option of participating in traditional counseling or the voluntary ADR Program. ADR will not prevent any employee from pursuing the available avenues for filing formal Equal Opportunity (EO) complaints if mediation is unsuccessful.

The NASA SSC ADR Program will use mediation as the ADR method to resolve informal discrimination complaints. Mediation is an intervention in a dispute by a neutral third party who assists the individuals in voluntarily reaching a mutually acceptable resolution. The mediation method will involve a Settlement Official, a certified mediator (hereafter referred to as “mediator”), and the disputing parties (hereafter referred to as “parties”). At the mediation session the parties can openly discuss the issues, present relevant facts, and develop options for resolution in a comfortable and confidential environment. The objective of mediation is to seek a resolution without a judgment of whether discrimination did or did not occur. Discussions held in the mediation sessions are confidential and cannot be used as evidence in any subsequent matters. Mediation proceedings will not become a part of the complaint file. Any matter not settled in mediation will be remanded to the EO counselor to conduct the final interview.

P2. APPLICABILITY

This directive applies to all NASA SSC employees.

P3. AUTHORITY

- a. NPD 2010.2, *Alternative Dispute Resolution*, latest revision.
- b. 29 CFR, Part 1614, *Equal Employment Opportunity Regulations*, latest revision.
- c. 5 U.S.C., Section 571 – 584.

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P4. REFERENCES

- a. EEOC Management Directive 110, *EEOC Equal Employment Opportunity Management Directive*, latest revision.
- b. NPD 3713.6, *Delegation of Authority*, latest revision – To Act in Matters Pertaining to Discrimination Complaints Processing Under 29 CFR, Part 1614.
- c. NPG 3771.1, *NASA Grievance System*, latest revision.

P5. CANCELLATION

None

Original Signed By

Mark K. Craig
Acting Director

DISTRIBUTION:

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ATTACHMENTS:

- A - ADR Process Election Statement
- B - Agreement to Mediate
- C - Sample Mediated Settlement Agreement

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CHAPTER 1

1.1 GOAL

The goal of the SSC Alternative Dispute Resolution (ADR) Program is to facilitate the resolution of SSC discrimination complaints at the earliest opportunity. The objective is to provide employees and supervisors with a convenient, easily accessible, and fair means of resolving disputes before resorting to an administrative grievance, a formal EO complaint or other formal process.

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CHAPTER 2

2.1 DEFINITIONS

2.1.1 Aggrieved Individual

The individual who brings a workplace issue to the EO Officer for resolution. Supervisors are also eligible to confer with the EO Officer if they desire mediation for issues within their organizations.

2.1.2 EO Counselor

Aggrieved Individuals are normally required to participate in an EO counseling process with one of the designated EO Counselors before filing a formal EO complaint. When the Center agrees to offer mediation in a particular case, the Aggrieved Individual may elect to participate in the SSC Mediation Program or continue in the traditional EO counseling process.

2.1.3 Mediator

A neutral third party trained in mediation and certified as a mediator who meets with the parties to the dispute and facilitates the resolution of the dispute.

2.1.4 Responsible Management Official

The individual who has been identified as the manager directly involved in the workplace dispute or issue.

2.1.5 Settlement Official

The Center Director may designate a Settlement Official with authority to participate in matters pertaining to precomplaint discrimination processing and to sign settlement agreements that are binding on behalf of SSC. The Settlement Official should not be the Responsible Management Official or any official closely involved in the case. A Settlement Official will not be assigned to cases arising from a complaint within their organization. Should a Settlement Official be cited as an alleged discriminating official, he or she cannot be assigned to any case until all allegations have been resolved

2.2 BACKGROUND

Equal Employment Opportunity Commission (EEOC) regulations governing Federal sector discrimination complaint processing are set forth in 29 CFR Part 1614. A significant aspect of the regulation is the duty of Federal agencies to offer ADR to all employees during the pre-

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complaint and formal complaint stages of the Equal Employment Opportunity (EEO) process. These regulations along with the Administrative Dispute Resolution Act of 1990 (ADR Act), as amended; the President's May 1, 1998, Memorandum Concerning Designation of Interagency Committees to Facilitate and Encourage Agency Use of Alternate Means of Dispute Resolution and Negotiated Rulemaking; and NASA Policy Directive 2010.2, Alternative Dispute Resolution, provide the legal and policy framework for the use of ADR at NASA/SSC.

2.3 BENEFITS OF ADR

There are many benefits to implementing an ADR program, especially in the area of discrimination complaints. Entered into at an early stage, ADR allows the parties to voice their concerns and gives the parties an opportunity to resolve their complaints under the facilitation of a trained mediator before their positions become entrenched or their relationship is further damaged. ADR is informal; the rules of evidence do not apply. In addition, confidentiality is a critical part of the ADR process. ADR allows the parties to come to their own resolution, which allows for creativity in reaching a solution. ADR does more than merely solve the problem at hand; it opens lines of communication to restore harmony in the workplace.

2.4 SCOPE OF ADR

2.4.1 The NASA SSC ADR Program will be used by SSC management to facilitate the resolution of informal discrimination complaints. The aggrieved individual's participation in ADR is entirely voluntary, and his/her rights to pursue other actions are not waived by participating in ADR.

2.4.2 Nothing said or done during attempts to resolve the complaint through mediation can be made the subject of an EO complaint.

2.4.3 In case of discrimination allegations, the mediator must comply with the duties of a neutral as set forth in Management Directive (MD) 110, Chapter III, Part IV.

2.4.4 NASA SSC will use ADR unless one or more of the following factors is present in which case SSC will consider not using ADR:

- a. definitive or authoritative resolution of the matter is required for precedential value; or
- b. the matter involves or may bear upon significant questions of Government policy that require additional procedures before a final resolution may be made, and ADR would not likely serve to develop a recommended policy for the agency; or
- c. maintaining established policies is of special importance, so that variations among individual decisions are not acceptable; or

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d. the matter significantly affects persons or organizations who are not parties to the proceeding; or

e. a full public record of the proceeding is important; or

f. the matter involves allegations of criminal activity; or

g. there is evidence of bad faith.

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CHAPTER 3

3.1 STRUCTURE

3.1.1 Type of ADR to be used

Mediation is the method of ADR to be used in the SSC ADR Program. It provides for an informal method of conflict resolution, while building working relationships and improving communication between the parties. Mediation includes a neutral third party who has been trained to guide disputing parties through a process designed to help them reach a mutually acceptable resolution. The resolution of the conflict is in the hands of the parties, with the mediator acting as a facilitator.

3.1.2 Role of the Disputing Parties

The Parties agree to work in good faith to negotiate with each other, with the aid of the mediator, and to make full disclosure of all relevant information. The parties agree to attend the mediation sessions and to abide by the established guidelines relevant to confidentiality.

3.1.3 Role of the Settlement Official

The Center Director may designate individuals to serve in this position. Settlement Officials will be senior managers at grade GS-15 or above. Settlement Officials will receive training as authorized in EEOC's MD 110. The Settlement Official assigned to a particular case must be immediately accessible during ADR. The Settlement Official will be delegated full authority to implement a settlement and sign settlement agreements on behalf of the Center Director that will be binding on the Center. The Settlement Official will consult with appropriate line management, the Office of Equal Opportunity, the Office of the Chief Counsel, and the Office of Human Resources in obtaining a settlement.

3.1.4 Role of the Mediator

The Mediator will be selected from a pool of certified mediators, who have been trained per EEOC's MD 110. The Mediator will convene and preside at mediation sessions, assist the parties in identifying the underlying causes of work-related disputes, and develop options for resolution. The Mediator will coordinate in seeking resolutions and crafting the settlement agreement. The Mediator's role is to encourage and assist the parties in deciding whether and how to resolve their disputes and to promote the parties' mutual understanding of each other's positions, interests, and perspectives, in light of their conflict. The Mediator shall have no official, financial, or personal conflict of interest with respect to the issues in controversy.

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3.1.5 Role of the EO Officer

The EO Officer will coordinate the logistics for the mediation sessions; arrange for the Mediator and Settlement Official; maintain a permanent copy of the settlement agreement; ensure appropriate training for ADR Officials in accordance with EEOC's MD 110; maintain adequate record keeping for annual reporting requirements and develop evaluation components for the program. The EO Officer will be responsible for publicizing and maintaining the overall integrity of the ADR Program.

3.1.6 Selecting a Mediator

The EO Officer will select a Mediator who is qualified consistent with the requirements set forth in EEO Management Directive 110.

3.1.7 Confidentiality

Confidentiality is a critical part of the ADR process. Discussions in mediations are not open to the public. To encourage the use of ADR, the ADR Act provides confidentiality protections for parties in mediation. Generally, both the Mediator and the Parties are prohibited from any voluntary or compelled disclosure of dispute resolution communications.

There are exceptions to and limitations on the Act's confidentiality protections. The mediation proceedings will be kept "in confidence" except where such disclosure would be permitted or required by law (see NPD 2010.2, Section 1.I, "Alternative Dispute Resolution").

The agreement to mediate and the evaluation form (which the parties receive at the conclusion of the process) are not confidential. The settlement agreement may be confidential unless the parties agree otherwise.

3.1.8 Time Limits

ADR may be used at any time to resolve an issue or matter. However, to ensure that the aggrieved individual's right to file a formal complaint with the Agency or the Merit System Protection Board (MSPB) (or through the administrative or negotiated grievance processes) is preserved, time limits must be considered. These are detailed in Chapter 5 and will be thoroughly explained by the EO Officer during the initial contact.

3.1.9 Location

The mediation shall take place in a neutral conference area.

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CHAPTER 4

4.1 ADR PROCESS

4.1.1 Issue Recognition

The aggrieved individual recognizes an issue which needs resolution

4.1.2 Initial Intake

The EO Officer performs initial intake, which includes:

- listening to the employee or supervisor's issue and identifying any potential causes of action;
- explaining the ADR process;
- informing the employee of other options for resolving issues (Merit System Protection Board, Office of Special Counsel, the Office of Inspector General, and the Office of Personnel Management, Employee Assistance Program (EAP), personnel grievance system, and negotiated grievance system), explaining in detail the timeframes associated with the various options; and
- if discrimination allegations are raised, the EO Officer will ensure that the employee's rights are protected. The EO Officer will also inform the employee of the right to file a formal EEO complaint if ADR is unsuccessful.

4.1.3 ADR Decision

After initial intake session with EO Officer, the Aggrieved Individual decides whether or not to opt for ADR:

- a. If the Aggrieved Individual opts for ADR, he/she and the EO Officer sign the Agreement to Mediate. The EO Officer signs the Agreement to Mediate on behalf of NASA SSC management. The Aggrieved Individual can terminate ADR at anytime.
- b. The EO Officer will coordinate the selection of a mediator. The primary source of SSC mediators will be the General Services Administration (GSA) government wide equal opportunity services contract.
- c. With complaints of discrimination, if the Aggrieved Individual decides not to enter ADR at the informal stage, he/she may be given the opportunity to participate in ADR once he/she has filed a formal complaint.

4.1.4 Preparation of Parties for Mediation

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The EO Officer shall schedule a meeting with each party individually to brief them on the mediation process and explain in detail the way in which the process works before scheduling the mediation. The parties may ask questions of the EO Officer to make sure that each party understands the process.

4.1.5 Scheduling the Mediation

4.1.5.1 Mediation

A mediation session includes the Aggrieved Individual, a mediator, and the other party to the dispute. Usually, the session can be completed in 1 day. If the parties to the mediation do not have sufficient authority to resolve the issue, the mediation may be adjourned until the parties obtain such authority from the Settlement Official.

4.1.5.2 Settlement

If settlement is reached, the parties (and/or the mediator) will draft a settlement agreement (see Sample, Attachment C), which may include standard clauses provided to the parties by the EO Officer, as well as clauses that have been created by the parties to reach settlement. The Settlement Official must obtain proper clearance from other parties, such as the Office of Human Resources or the Office of the Chief Counsel, prior to signature when settlement involves NASA management, rules, regulations, or policies.

4.1.5.3 No Settlement

If settlement is not reached or if issues remain, the Aggrieved Individual may pursue other traditional grievance processes as described in Chapter 5. If the issues involve discrimination, the Aggrieved Individual may enter the formal stage of the EEO complaints process. In that case, the EO Officer will issue a Notice of Final Interview and Notice of Right to File a Complaint. The Agreement to mediate must be attached to the EEO Counselor's Report. That report describes the initial counseling session and reports that ADR did not result in a settlement.

4.1.5.4 Merit System Protection Board (MSPB) Appeal

In the event that the Aggrieved Individual wishes to take his/her case to the MSPB, the EO Officer will provide the Aggrieved Individual with a copy of the Agreement to mediate so that the Aggrieved Individual may use the extended filing time provided by MSPB regulations.

4.1.5.5 Follow-Up

The EO Officer will be provided a copy of the executed settlement agreement and will be responsible for monitoring and ensuring that the terms of the agreements are implemented in a timely manner. If for any reason, not due to the aggrieved individual's acts or conduct, the

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Center fails to fulfill the terms of the agreement, the aggrieved individual may notify the Associate Administrator for Equal Opportunity Programs, NASA Headquarters, of the alleged breach in accordance with 29 CFR, Part 1614.504. After the mediation session has ended, the EO Officer shall provide to each of the parties involved in the mediation session, an evaluation form to be filled out. If settlement was reached, the EO Officer makes a follow up telephone call to both parties within 10 working days of the mediation session to make sure that both parties are carrying out the terms of the settlement.

4.2 ATTENDEES

As indicated in Section 4.1.5.1 above, a mediation session includes the Aggrieved Individual, a mediator, and the other party to the dispute. Each party may bring to the mediation one representative for counseling and advice. The Mediator will set the rules for the representatives' participation. Each party should inform the other party that they are bringing a representative and must identify that person 3 working days prior to the mediation. A representative may be anyone willing to participate, except if representation would conflict with the individual's official duties. EO Counselors, EO investigators and the EO officer shall not serve as representatives. Those representatives who are NASA employees shall not be charged leave, but be provided official time, for the time they participate in the mediation. Failure to notify the other party 3 days in advance of the mediation may result in postponement of the mediation. In the event that there are changes to the representatives without the 3-day notice, the other party may agree to mediate or delay the mediation.

4.3 ABUSE OF PROCESS

An Aggrieved Individual may not bring the same issues or matter involving the same parties to mediation twice. Upon interviewing a Aggrieved Individual, the EO Officer will review ADR records to determine whether the issue or event was already mediated.

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CHAPTER 5

5.1 TRADITIONAL GRIEVANCE PROCESSES AND TIMEFRAMES

5.1.1 Merit System Protection Board (MSPB)

5.1.1.1 The MSPB is the proper appeal forum if the employee has been the subject of an adverse action, such as a suspension for more than 14 days, a demotion, or a removal. In accordance with 5 CFR § 1201.3(b), the MSPB is also the proper forum if the employee alleges an employment action was based on his/her whistle-blowing activities (see Section 5.1.2)

5.1.1.2 To be timely, an employee must file with the MSPB within 30 days of the effective date of the Agency action or receipt of the Agency decision (whichever is later). MSPB regulations give the employee an additional 30 days (a total of 60) to file when the employee has written documentation that he/she sought resolution through ADR (5 CFR §1201.22(b)(1)). An employee, who first seeks corrective action from the Office of Special Counsel, must file an appeal with the MSPB within the time frame set forth in 5 CFR §1209.5.

5.1.2 Office of Special Counsel (OSC)

5.1.2.1 The OSC is the proper forum if a personnel action described in 5 CFR § 1209.4(a) (appointment, promotion, adverse action, disciplinary or corrective action, detail, transfer, reassignment, reinstatement, restoration, reemployment, some performance evaluations, decision concerning pay or benefits, decision to order examination, or any other significant change in duties, responsibilities, or working conditions) has been threatened, proposed, taken, or not taken allegedly because of the employee's whistle blowing activities. "Whistle blowing" is defined as disclosing information that the employee reasonably believes shows a violation of law, rule, or regulation; gross mismanagement; gross waste of funds; abuse of authority; or a substantial and specific danger to public health or safety. For these actions, the employee must seek corrective action from the OSC before proceeding to the MSPB, unless the action is directly appealable to the MSPB based on some other authority.

5.1.2.2 There are no time limits for contacting OSC. However, once OSC has issued a notification that it is terminating its investigation of an employee's request for corrective action, the employee must appeal to the MSPB within 65 days of the date of issuance of OSC's notification (see 5 CFR §1209.5(a)(1) for an exception). If more than 120 days have passed since the employee filed with OSC and the employee has not received a written determination from OSC that it will seek corrective action, the employee may appeal to the MSPB anytime after the 120th day (5 CFR § 1209.5(a)(2)).

5.1.3 Equal Employment Opportunity Commission (EEOC)

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5.1.3.1 The EEOC is the proper forum to allege discrimination based on race, color, sex (including sexual harassment), religion, national origin, age, disability, or reprisal for prior protected activity. Discrimination may also be raised as a defense to an adverse action by appealing to the MSPB. The employee must choose to file with MSPB or to file an EEO complaint but may not do both.

5.1.3.2 To be timely, an employee must contact an EO Counselor within 45 days of the date of the alleged discrimination, or in the case of a personnel action, within 45 days of the effective date of the action (29 CFR § 1614.105(a)(1)). Under the SSC ADR Program, the employee must contact the EEOC Director to satisfy this requirement.

5.1.3.3 If after the contact with the EO Counselor, the employee opts for ADR, the pre-complaint processing period will be 90 days (29 CFR § 1614.105(f)). At the end of the 90 days, if no agreement has been reached, the EO Counselor, depending on where the employee made initial contact, must issue a Notice of Final Interview and Notice of Right to File a Complaint. The employee has 15 days from receipt of this notice to file a formal complaint as set forth in 29 CFR § 1614.105(d).

5.1.3.4 If the employee goes directly to the EO Counselor and does not enter into ADR, the "traditional" EO counseling lasts 30 days. If there is no resolution, the EO Counselor will issue the Notice of Final Interview and Notice of Right to File. The employee has 15 days from receipt of this notice to file a formal complaint (29 CFR § 1614.105(d)).

5.1.4 Administrative Grievance

5.1.4.1 A covered employee, as set forth in Section 2.2 of NPG 3771.1, NASA Grievance System, may elect to pursue an administrative grievance to resolve any matter of employee concern, except those specifically excluded from the grievance process in Section 2.3.2 of NPG 3771.1.

5.1.4.2 An employee must file a grievance according to the procedure outlined in Section 2.4 of NPG 3771.1, within 15 days from the action or from the employee's awareness of the action if the grievance concerns a particular act. A grievance concerning a continuing practice or condition may be filed at any time.

5.1.4.3 If the employee would prefer to use ADR, the employee must contact the EO Officer within 15 days of the subject action or within 15 days after the employee became aware, or should have become aware of the act, or at any time, if the subject of the grievance is a continuing practice or condition. If after 60 days, settlement has not been reached, the employee may return to Step 2 of the grievance process.

5.1.5 Office of Personnel Management (OPM)

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5.1.5.1 OPM is the proper forum for an employee to appeal his/her position classification, pursuant to 5 CFR, Part 511.

5.1.5.2 In accordance with 5 CFR § 511.605, there is no time limit for filing a classification appeal, unless the employee seeks retroactive adjustments of pay, in which case, the time limit is 15 days after the effective date of the action as described in 5 CFR § 511.703.

5.1.5.3 Opting for ADR has no effect on the filing time. Except where the employee is seeking retroactive adjustment of pay and the time limits in 5 CFR § 511.703 are applicable, an employee choosing to use ADR to resolve a classification issue must file the appeal through NASA rather than directly with OPM.

5.1.6 Employee Assistance Program (EAP)

5.1.6.1 The EAP is available for employees who have personal or interpersonal problems that affect emotional well being, whether they originate at work or at home.

5.1.6.2 There are no time limits for initiating contact with EAP. Contact with EAP does not affect any of the above time limits for other venues.

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ATTACHMENT A

JOHN C. STENNIS SPACE CENTER

ALTERNATIVE DISPUTE RESOLUTION PROGRAM ELECTION STATEMENT

Dear Aggrieved Individual:

Your written consent is required for participation in the voluntary Alternative Dispute Resolution (ADR) Program. The ADR process is limited to 90 days. If your complaint is not resolved through this process, it may be processed in accordance with the provisions of 29 CFR, Part 1614.

☐ **The SSC Alternative Dispute Resolution process has been fully explained to me.**

☐ **Yes, I want to participate in the Alternative Dispute Resolution Program**

I understand that by participating in this program, I am not waiving any rights for further processing of my complaint under 29 CFR, Part 1614.

☐ **No, I do not want to participate in the Alternative Dispute Resolution Program.**

Aggrieved Individual's Signature

Date

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ATTACHMENT B

John C. Stennis Space Center Alternative Dispute Resolution Program Agreement to Mediate

This is an Agreement by the undersigned parties to submit to mediation certain issues arising from an informal complaint at the John C. Stennis Space Center. Both parties understand that mediation is a voluntary process, which may be terminated at any time within the designated 90-day period. In the event that a participant withdraws, the confidentiality provisions of this agreement remain in effect.

Consistent with 5 U.S.C. Section 571-584, we understand that mediation is a confidential process, and that the Mediator will not discuss the proceedings with anyone who was not present at the mediation, nor will the Mediator testify on behalf of any participant in the mediation or submit any type of report on the substance of this mediation, except as provided by law.

We agree not to discuss the mediation except with those who may need certain information to assist in implementing any resulting agreement.

The parties agree to make a good faith effort to negotiate with each other with the aid of the Mediator and to make full disclosure of all relevant information.

The parties understand that the Mediator is not acting as an advocate or attorney for either side. The aggrieved individual may be represented by counsel, if desired, and may allow his/her counsel to review this Agreement prior to signing it. It is agreed that any of the parties involved have the discretion to terminate mediation at any time if it is believed that a resolution cannot be reached.

Aggrieved Individual

Date

Settlement Official

Date

Mediator

Date

EO Officer

Date

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ATTACHMENT C

SAMPLE

NASA'S ALTERNATIVE DISPUTE RESOLUTION PROGRAM

Mediated Settlement Agreement in the Matter of
Janet Doe vs. NASA John C. Stennis Space Center

6.1.2. Sample Settlement Agreement

Some of the paragraphs given below may not be necessary or appropriate for all settlements. Paragraphs 6, 7, 8, and 10 are required by the Older Workers Benefit Protection Act when the Aggrieved Individual is 40 years old or older. The last sentence of paragraph 13 and paragraph 14 apply only when the Aggrieved Individual alleges discrimination under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Age Discrimination in Employment Act, the Rehabilitation Act, or the Civil Rights Act of 1991.

SAMPLE SETTLEMENT AGREEMENT

1. This Settlement Agreement (hereinafter "Agreement") is entered into by and between XXXXXXXXXX (hereinafter "Aggrieved Individual") and the National Aeronautics and Space Administration (hereinafter "Agency" or "NASA") to make full and final settlement of the matters raised in Aggrieved Individual's informal EO complaint of ____.
2. To resolve the matters in dispute without further administrative processes, litigation, expense, and delay, the Aggrieved Individual and the Agency agree as follows:
 - a.
 - b.
3. This Agreement shall not constitute an admission of liability or fault on the part of NASA or its officers or employees. By withdrawing his/her complaints and appeal in exchange for the adjustments herein, the Aggrieved Individual does not concede or admit that his/her allegations of discrimination were without merit.
4. This Agreement may be used as evidence in a subsequent proceeding in which either of the parties allege a material breach of this Agreement.

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5. The parties agree that in settlement of this matter and in the best interests of both parties, the parties and their representatives, including but not limited to, the undersigned, their attorneys, agents, and designees, will not disclose, discuss, release, comment upon, provide, or reveal any information relating to the terms or conditions of settlement, negotiation, proceedings, or conditions of resolution or disagreement, except as otherwise required by law or court order.
6. Aggrieved Individual is hereby notified that he/she has at least 21 days from the date of receipt of this Agreement to consider the terms and conditions of this Agreement and sign it, if Aggrieved Individual so requires.
7. Aggrieved Individual is hereby advised to consult with an attorney prior to executing this Agreement. In the event that Aggrieved Individual has already retained counsel, Aggrieved Individual acknowledges that his/her attorney has reviewed and explained the provisions of this Agreement to him/her and that the Agency has provided sufficient time for this purpose.
8. By executing this Agreement, Aggrieved Individual acknowledges that he/she has knowingly and voluntarily waived rights or claims under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, et seq., in exchange for consideration in addition to anything of value to which Aggrieved Individual is already entitled.
9. By executing this Agreement, Aggrieved Individual acknowledges that he/she has entered into this Agreement voluntarily and that the Agency has not imposed any undue hardship, duress, or coercion in connection with the execution of this document.
10. Aggrieved Individual is hereby notified that the terms and conditions of this Agreement will become binding and enforceable 7 calendar days following the last signature date of this Agreement. Aggrieved Individual may revoke this Agreement in writing at any time prior to the expiration of this 7-day period.
11. This Agreement represents and expresses the entire agreement between NASA and Aggrieved Individual resolving the above-cited complaint and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. If other promises, oral or written, have been made, they are not binding. This document cannot be altered, modified, withdrawn, rescinded, or supplemented in any manner after the date on which it becomes effective pursuant to the terms contained in paragraph 10 of this Agreement, unless mutually agreed in writing by all parties.
12. This Agreement shall be binding upon the Aggrieved Individual, as well as the Aggrieved Individual's heirs, assigns, representatives, proxies, guardians, or any other person or entity acting on behalf of, or at the behest of, Aggrieved Individual's heirs, assigns, representatives, proxies, or guardians.

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13. The Aggrieved Individual expressly agrees not to use this Agreement and not to permit any other person to use this Agreement in any judicial or administrative proceeding as evidence of or to attempt to prove the existence of, discrimination/reprisal or other adverse action or prohibited personnel practice. Nothing in this Agreement, however, shall prevent either party from pursuing the remedies set forth in 29 CFR § 1614.504.

14. If the Aggrieved Individual believes that NASA has not complied with the terms of this Agreement, the Aggrieved Individual may request that the terms be specifically implemented, or alternatively, that the complaints be reinstated for further processing at the point processing closed, in accordance with the procedures set forth in 29 CFR § 1614.504. Any such request must be made within 30 calendar days of the date the Aggrieved Individual knew or should have known of the noncompliance and must be forwarded to the ASSOCIATE ADMINISTRATOR FOR THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS, CODE E, NASA HEADQUARTERS, WASHINGTON, DC 20546, with an explanation as to why he/she believes that the Agreement has not been carried out.

15. Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any other rights and obligations set forth herein.

In witness whereof, the Aggrieved Individual hereby executes this Agreement, acknowledging that its terms and conditions have been fully understood, that an adequate period of time has been afforded to allow consideration of said terms and conditions, and that an opportunity has been afforded to seek legal counsel and counsel has either been sought or knowingly declined by the Aggrieved Individual.

Aggrieved Individual

Date

Aggrieved Individual's Representative

Date

Responsible Management Official

Date

Settlement Official

Date